

be dismissed. But, as from the evidence, it appears the defendant has cut and carried away a portion of wood, for all of which he has not paid, and from other circumstances, it appears to me, he is not entirely free from blame, there will be no decree for costs.

The bill charges, that complainant has a lien on the wood for the payment of the purchase money. This may be so, and no doubt is so. Or rather, there can be no doubt, that if the sale was for cash, no title passed to the purchaser without payment of the purchase money unless the vendor waived the condition of payment. *Powell et al. vs. Bradlee*, 9 Gill & Johns., 221.

But then this right of the vendor to require the previous payment of the purchase money, is a right which may be asserted in a court of law, and does not require the aid of this court, as the case last referred to, shows. Therefore, there is not, upon this ground, any reason why the bill should be retained.

CORNELIUS McLEAN for Complainant.

DANIEL M. THOMAS for Defendant.

PERRY S. KINNEMON,	}	JULY TERM, 1849.
ADMR. OF		
DANIEL HAEDINGER		
VS.		
EDWARD MILLER ET AL.		

[DEED VOID AS TO CREDITORS, GOOD AGAINST THE PARTIES THEMSELVES AND THEIR REPRESENTATIVES.]

UPON a bill filed by an administrator to set aside a conveyance as fraudulent against the creditors of his intestate, charging, that said conveyance was made at the request, and by the order of the intestate, for the use and benefit of his wife and children. **HELD—**

That whatever may be the character of the conveyance, so far as the rights of the creditors of the intestate are concerned, it is certainly good against the party who caused it to be made and his representatives.